

AGREEMENT

BETWEEN

THE CITY OF BRIDGETON

AND

THE BRIDGETON SUPERVISORS' ASSOCIATION,
IN AFFILIATION WITH THE NEW JERSEY CIVIL SERVICE
ASSOCIATION, CUMBERLAND COUNTY COUNCIL # 18

JULY 1, 2006 --- JUNE 30, 2012

PREPARED BY:

Mark E. Belland, Esquire
O'Brien, Belland & Bushinsky, LLC
2111 New Road, Suite 101
Northfield, NJ 08225
(609) 677-7930

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THIS AGREEMENT entered into this _____ day of _____, 2006 by and between THE CITY OF BRIDGETON IN THE COUNTY OF CUMBERLAND, a municipal corporation of the State of New Jersey, ("EMPLOYER") and THE BRIDGETON SUPERVISORS' ASSOCIATION, IN AFFILIATION WITH THE NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18, ("ASSOCIATION").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an Employer, the Employees, the Association and the citizens of the City of Bridgeton.

The parties recognize that the interests of the community and the employment security of the employees depend upon the Employer's success in establishing proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION OF RIGHTS/LIMITATIONS

1.1. Recognition of Association

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act, *Chapter 303* of the Laws of 1968 (N.J.S.A. 34:13A-1 *et seq.*), as amended, the Employer does hereby recognize the Association as the sole and exclusive representative of all permanent supervisory employees of the City of Bridgeton, excepting that this representation shall not extend to the Business Administrator, any employee covered under any other collective bargaining agreement, or any person otherwise excluded by law from the bargaining unit. The parties agree to meet during the term of this Agreement to discuss classifications within the bargaining unit and exempt/non-exempt status.

1.2. Management Rights

1.2.1 Reservation of Rights

The Employer hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to (a) manage and administer the affairs, property and operation of Employer, (b) direct its working forces and operations and (c) hire, promote, assign and discipline employees in accordance with the law.

1.2.2. Limitations

The powers, rights, authority, duties and responsibilities of the Employer, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated thereunder including, but not limited to, the New Jersey Department of Personnel and the terms of this Collective Bargaining Agreement.

1.3. Prohibited Actions

1.3.1. Discrimination

The Employer and the Association agree that there shall not be any discrimination against any employee within the Bargaining Unit because of age, sex, marital status, race, color, religion, national origin, physical ability, political affiliation or Association membership.

1.3.2. Concerted Activity

During the term of this Agreement, the Association agrees not to engage in or support any strike, work stoppage, slow-down or other similar concerted action by employees within the Bargaining Unit nor shall any Association representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities.

1.3.3. Reprisals.

During the term of this Agreement, the Employer agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual Association representative or employee within the Bargaining Unit as a result of said individual asserting any right conferred upon said individual or the membership as a whole by the terms of this Collective Bargaining Agreement nor shall the Employer or any representative of Employer institute, engage in or support a lock-out of the employees within the Bargaining Unit.

1.3.4. Association Membership.

The Association and the Employer, by and through any official, agent or representative, shall not intimidate, restrain, coerce or discriminate against any employee who refuses or fails to join the Association nor shall an individual employee's membership or non-membership in the Association be a condition of employment or continued employment.

ARTICLE 2. ASSOCIATION REPRESENTATION

2.1. Designation of Steward/Alternate

2.1.1. Number of Steward/Alternate

There shall be one (1) duly selected representative of the Association from the membership of the Bargaining Unit, hereafter "Steward", and one (1) Alternate.

2.1.2. Designation of Steward/Alternate

The Association has the exclusive right and discretion in the designation of the Steward and the Alternate as well as the delineation of their respective responsibilities and authority to act for and on behalf of the Association.

2.1.3. Recognition of Alternate

An Alternate will be provided the recognition and privileges afforded a Steward, as set forth in this Agreement and, in any instance where a Steward is unable to perform his or her duties due to absence, illness or employment responsibilities or the Alternate is otherwise designated to do so by the Steward or Association.

2.1.4. Notification To Employer

The Association will provide the Employer with the names of the duly selected Steward and Alternate and will promptly notify the Employer of any changes in said designations during the term of this Agreement.

2.2. Access to Employees

2.2.1. Reasonable Access

Association representatives will have appropriate and reasonable access to employees within the Bargaining Unit for the purpose of administering the Collective Bargaining Agreement and/or related Association business providing that said activity is confined to non-working hours (prior to and after the scheduled work day, lunch and break periods) unless prior approval is obtained from the appropriate representative of the Employer and said activity does not interfere with the work assignment(s) of the Steward and/or employees.

2.2.2. Use of Employer's Facilities

The Association shall be permitted to conduct meetings with the employees at the office location maintained by Employer, provided that space is available and approval is obtained in advance of the date and time of said meeting from the designated representative of the Employer.

2.2.3. Use of Bulletin Board(s)

The Association shall have access to a bulletin board prominently located in each of the general working areas maintained by the Employer. The Association may post any appropriate material pertaining to Association business, providing that said material is not profane, obscene or defamatory in nature. Materials shall be posted only by the Steward or other designated representative of the Association. All postings shall contain the signature of the Steward or such representative.

2.2.4. Distribution of Information

The Steward shall have the right to distribute information pertaining to Association business to employees at their desk/work stations during non-working hours.

2.3. Leave For Association Representatives

2.3.1. Investigation and Processing of Grievances

The Steward shall be permitted during working hours without loss of pay for a reasonable length of time to investigate and process a grievance on behalf of an employee in the Bargaining Unit and/or represent said employee at a grievance proceeding provided that same does not interfere with the work assignments of the Steward.

2.3.2. Attendance At Conferences

The Steward shall be permitted during working hours without loss of pay for a reasonable length of time to attend approved conferences with representatives of Employer concerning the administration of this Agreement provided same does not interfere with the work assignments of the Steward.

2.3.3. Annual Convention

The Steward and Alternate shall be permitted a leave of absence with pay to attend the annual New Jersey Civil Service Association Convention. A certificate of attendance to said convention shall, upon request, be submitted by the Association representative in attendance. Said leave shall be inclusive of the duration of the convention with reasonable time for travel to and from said convention.

2.3.4. Training

The Steward and Alternate shall be permitted two (2) days leave with pay each year during the term of this Agreement to attend training sponsored or conducted by the Association. Said attendance shall be with the prior approval of the Employer which shall not be unreasonably withheld by Employer.

2.4. Payroll Deduction of Membership Dues

2.4.1. Deduction of Dues By Employer

In accordance with all applicable provisions of the New Jersey Employer-Employee Relations Action, *Chapter 303* of the Laws of 1968 (N.J.S.A. 34:13A-1 *et seq.*), as amended, the Employer agrees to deduct from the regular pay of employees included in this Bargaining Unit the membership dues for the Association provided a dues deduction card, supplied by the Association in conformity with statutory requirements and signed by the employees, is submitted to the Employer. It is further agreed that the Employer shall remit such deductions to the Association prior to the tenth (10th) day of the month following any month during which such deductions have been made by the Employer.

2.4.2. Certification By Association

The Association shall certify to the Employer the amount of said membership dues to be so deducted and, if there shall be any change in the rate of membership dues during the term of this Agreement, the Association shall furnish to the Employer written notice of same thirty (30) days prior to the effective date of such change.

2.4.3. Request to Terminate Dues Deduction By Employee

A request by any employee to terminate the deduction of Association dues from his or her regular pay must be in writing and tendered to the appropriate authorized representatives of the Employer and the Association. Said termination shall be effective as of January 1 or July 1 next succeeding the date on which the employee has complied with the provisions of this paragraph.

2.4.4. Employee On Leave

Any employee on a leave of absence without pay or on suspension, who has previously signed an authorization for membership dues deduction and has not timely withdrawn said authorization, shall have dues deducted from his or her regular pay in the following full pay period upon return to active employment.

2.4.5. Indemnification

The Association hereby indemnifies, saves and holds the Employer harmless against any and all claims, demands, causes of action or other forms of liability arising from or relating to any action taken by the Employer in reliance upon the membership dues deduction authorizations submitted by the Association herein.

ARTICLE 3. GRIEVANCE PROCEDURE

3.1. Definitions

3.1.1. Grievance

A "grievance" is a claim by an employee within the Bargaining Unit of the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or practices affecting one or more employees within the Bargaining Unit.

3.1.2. Aggrieved Person

An "aggrieved person" is the person or the Association making the claim.

3.1.3. Party In Interest

A "party in interest" is the person making the claim and any individual including the Association or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

3.2. Purpose of Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.3. Procedure

3.3.1. Level One – Supervisor

An aggrieved person shall first submit the grievance in writing to his or her immediate supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance. If the aggrieved party's immediate supervisor is the Department Head, the grievance will initiate with Level Two hereafter. If the aggrieved party is the Department Head, the grievance will initiate with Level Three hereafter.

3.3.2. Level Two – Department Head

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within ten (10) working days of submission of the grievance, he or she may submit the grievance in writing to his or her Department Head

within ten (10) working days of the decision at Level One or within ten (10) working days from the last day on which the decision should have been rendered at Level One, whichever is sooner.

3.3.3. Level Three – Designated Officer

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) working days of submission of the grievance at said level, the aggrieved person may submit the grievance in writing to the appropriate officer approved by the Business Administrator within ten (10) working days of the decision at Level Two or within ten (10) working days from the last day on which the decision should have been rendered at Level Two, whichever is sooner. The aggrieved person and/or a representative of the Association shall be permitted to appear and present the grievance before the designated officer.

3.3.4. Level Four – Mayor's Committee

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) working days of submission of the grievance at said level, the aggrieved person may submit the grievance in writing to a city committee made up of the Mayor, Department Head, Business Administrator, City Solicitor, and not more than three (3) representatives of the Association, the aggrieved party and his or her attorney to resolve the dispute.

3.3.5. Level Five – Arbitration

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Four or if no decision has been rendered within ten (10) working days of submission of the grievances at said level, the aggrieved person may submit a request in writing to the Association that the grievance be submitted to arbitration. Said request must be submitted to the Association with notice to the Employer within ten (10) working days of the decision at Level Four or ten (10) working days from the last day on which the decision should have been rendered at Level Four, whichever is sooner. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days of its receipt of a request by the aggrieved person.

3.4. Arbitration

3.4.1. List Of Arbitrators

Within fifteen (15) working days of such written notice of submission to arbitration, the Employer and the Association shall request a list of arbitrators from the Public Employees Relations Commission. The parties shall then be accordingly bound by the rules and procedures of the Public Employees Relations Commission.

3.4.2. Decision and Effect

The arbitrator's decision shall be in writing and submitted to the Employer and the Association. Said decision shall be final and binding on the parties.

3.4.3. Arbitrability

In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

3.4.4. Costs

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the Employer and the Association. The Employer shall provide the hearing room. Any other expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same.

3.4.5. Bad Faith

If the arbitrator in his/her sole discretion determines that either party has acted in bad faith, the costs of the arbitration may be assessed by the arbitrator against said party.

3.5. Right of Representation

3.5.1. Choice of Representation

Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by authorized Association representative(s), including counsel retained by the Association, or retained counsel of the aggrieved person's own choice.

3.5.2. Limitation On Payment Of Fees

If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, the Association shall not be responsible for the payment of fees or expenses of said counsel.

3.6. Miscellaneous

3.6.1. Written Grievances

It is understood by both parties, that all grievances must be submitted in writing and specifically spell out the alleged violation along with the relevant Article of this Agreement. Failure of the aggrieved to sign the grievance will result in dismissal of said grievance.

3.6.2. Written Decisions

Decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing, setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Association.

3.6.3. Time Limitations

The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties and every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing.

3.6.4. Reprisals

Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

3.6.5. Election Of Remedies

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the grievance procedure as set forth herein. Furthermore, employees shall have an election as to whether they shall pursue remedies under Public Employee Relations Commissions procedures relating to unfair labor practices or the grievance procedure set forth herein. In any event, any action beyond Step (2) in the grievance procedure shall constitute an election to pursue remedies under this Agreement.

3.6.6. Limitation On Obligations of Association

Any provision contained within this Article or elsewhere in the Collective Bargaining Agreement shall not be construed as requiring the Association to process a grievance or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission). The Association's decision to process any grievance at any step, including arbitration, or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Association.

3.6.7. Informal Efforts

Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Association from pursuing informal efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

ARTICLE 4. SALARY AND RELATED COMPENSATION

4.1. Salary

4.1.1. Salary Program

The parties acknowledge the existence and continuation during the term of this Collective Bargaining Agreement of a salary program for employees within the bargaining unit.

4.1.2. Increase To Salary

The parties agree to the following:

(a) Effective July 1, 2006, all employees shall have their then current base salary adjusted, said adjustment being a three (3%) percent increase to the compensation in effect immediately prior to July 1, 2006 or date of hire, whichever is applicable herein.

In determining base salary for purposes of the above, longevity pay shall be added to their then current salary.

The three (3%) percent increase shall be calculated in six month intervals of 1.5%.

(b) Effective July 1, 2007, all employees shall have their then current base salary adjusted, said adjustment being a three (3%) percent increase.

The three (3%) percent increase shall be calculated in six month intervals of 1.5%.

(c) Effective July 1, 2008, all employees shall have their then current base salary adjusted, said adjustment being a 3.25% increase.

(d) Effective July 1, 2009, all employees shall have their then current base salary adjusted, said adjustment being a 3.25% increase.

(e) Effective July 1, 2010, all employees shall have their then current base salary adjusted, said adjustment being a 3.25% increase.

(f) Effective July 1, 2011, all employees shall have their then current base salary adjusted, said adjustment being a 3.5% increase.

(g) Retroactive monies are to be paid to employees within a reasonable period of time within the context of an adopted budget.

(h) If in the last year of this contract the City offers any bargaining unit. This reopener shall apply only to this wage percentage and shall not apply to any other provision of this contract.

4.1.3. Bi-Weekly Pay

All employees shall be paid on a bi-weekly basis.

4.2. Overtime Pay

Employees presently receiving overtime (Assistant Superintendent of Streets and Roads, Assistant Superintendent of Utilities, Assistant Superintendent of Park Foreman/Recycling Coordinator, Principal Engineer Aid) as per existing practice shall continue to receive compensation for overtime services during the term of this Agreement.

4.3. Years of Service Increment

4.3.1. Schedule of Increment

Employees shall receive the following Years of Service Increment in addition to their salary:

On 5 th year anniversary through 9 th	3.50%
On 10 th year anniversary through 14 th year additional	0.50%
On 15 th year anniversary through 19 th year additional	0.50%
On 20 th year anniversary through 24 th year additional	0.75%
On 25 th year anniversary and thereafter	1.00%

The Years of Service Increment for any year shall not be less than the current longevity scale.

For permanent part time employees the Years of Service Increment shall be prorated.

4.3.2. Retroactivity

All longevity due individuals covered by this Agreement will receive monies retroactive pursuant to *Article 4.1.2.(c)*.

4.4. Certification Credit

4.4.1

Employees with valid and current Certification Licenses in the categories listed below shall receive an annual increment of \$1,000. This increment will become part of the base

salary beginning July 1, 2008. The increment will be paid as a maximum of \$1,000 regardless of the number of licenses held. (For Permanent Part Time the increment will be prorated).

Categories

Certified Municipal Finance Officer
Certified Tax Collector
Certified Municipal Clerk
Certified Construction Official

Certified Public Works Manager
Certified Municipal Registrar
Certified Tax Assessor

ARTICLE 5. BENEFITS

5.1. Health Benefits

5.1.1. Health Insurance Coverage

The Employer agrees to pay the full premium for health coverage through any HMO offered by the City for the employee, his or her spouse and/or dependent children if applicable. If an employee selects a medical insurance plan other than the offered HMO, said employee shall be responsible to pay the difference between the HMO and the selected plan.

A. The City agrees to make no changes in the hospitalization and/or medical insurance coverage unless Council 18 has been properly notified with reasonable time to review the proposed new coverage. The City shall provide Council 18 with information reasonably necessary to evaluate the proposed new coverage. Said coverage must be as good as or better than current coverage and the City agrees to continue to pay the full premium. After review by the Council 18, if equal to or better than is not agreed, the Council 18 may request a third party arbitrator, as described in the grievance process herein jointly agreed to and jointly paid for by the City and the Council #18 Supervisory Unit, to determine if the proposed coverage is as good as or better than current coverage. The Council 18 will be given twenty-one (21) days to review the proposed change in coverage. If there is no objection, the plan will be implemented. If there is an objection and no agreement can be reached within seven (7) days, the third party arbitrator as described above will be utilized to determine the issue.

5.1.2 Prescription Drug Program

A. The Employer agrees to provide a prescription plan for the employees, their spouses and/or dependent children, providing for a maximum co-pay deductible of \$10.00 for generic prescription and a maximum of \$20.00 per prescription for brand name.

B. The City agrees to make no changes in the prescription plan unless Council #18 has been properly notified with reasonable time to review the proposed new coverage. Said coverage must be as good as or better than current coverage.

5.2. Life Insurance

Employees within the Bargaining Unit shall continue to receive the Group Life Insurance Benefits (\$8,000.00/life and \$8,000.00/dismemberment) in effect immediately prior to the effective date of this Agreement.

5.3. Retirement Benefits

5.3.1. Accumulated Sick Leave

Employees within the Bargaining Unit who enter retirement shall be entitled to receive payment for accumulated unused sick leave earned during said employee's service based on the following schedule:

1 – 14 years of service	No payment
15 – 24 years of service	\$13,000
25 years of service or more	\$15,000

The afore-described payment shall be computed by multiplying the accumulated sick days times normal daily hours times the hourly rate of the employee at the time of retirement, provided that no such payment shall exceed the amounts set forth above. Payments shall be made within fifty (50) days of retirement.

5.3.2. Vacation Benefit

An employee who retires from employment will receive pro-rated annual vacation leave for the years of service employed, plus additional vacation pay/leave over and above the pro-rated leave according to the following schedule:

Years of Service	Additional Vacation Pay/Leave
14 years or less	No additional leave
15 – 24 years	½ leave for year over pro-rata amount
25 years or more	Full leave for year

5.3.3. Health Insurance/Prescription Drug Benefits

Employees within the Bargaining Unit who retire after twenty-five (25) years of service with the City of Bridgeton shall continue to be provided HMO medical coverage described in *Paragraph 5.1.1*, (Health Insurance Coverage), and *Paragraph 5.1.2*, (Prescription Drug Program), above, for a period of five (5) years from said date of retirement. Said medical coverage is limited to the retiring employee and shall not include dependents. At such time as the employee becomes eligible for Medicare benefits, the medical coverage provided herein shall become secondary. At such times as the employee becomes eligible for medical coverage through any subsequent employment, the medical coverage provided herein shall become secondary.

5.4. Temporary Disability Insurance

During the term of this Agreement, the Employer may elect to enroll eligible employees within the Bargaining Unit in the New Jersey Temporary Disability Insurance Plan subject to the provisions of said plan and any rules and regulations promulgated thereunder. The Association acknowledges the Employer is not obligated to do so.

ARTICLE 6. LEAVES OF ABSENCE

6.1. Personal Leave

6.1.1. Amount of Leave

Effective January 1, 2005, employees within the Bargaining Unit shall be entitled to four (4) days of personal leave with pay in each calendar year, said leave credit not to accumulate beyond the calendar year in which the employee earned said leave.

6.1.2. New Employees

Newly hired employees shall be entitled to said personal leave upon completion of three (3) months' service within the same calendar year in which the leave is provided herein.

6.1.3. Request And Approval

A request for personal leave shall be made forty-eight (48) hours in advance and must be approved by the Business Administrator. Requests will be granted on the basis of seniority.

6.2. Holiday Leave

6.2.1. Schedule of Holidays

Employees within the Bargaining Unit shall receive the following Holiday Leave:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

6.2.2. Enactment Of Holiday

In the event a holiday is enacted by the President of the United States, the Legislature or the Governor of the State of New Jersey in addition to those set forth in *Sub-Paragraph 6.2.1.*, immediately above, then said holiday will be observed by the Employer.

6.2.3. Holiday Occurring on Saturday and Sunday

When a holiday occurs on a Sunday, it shall be observed on Monday and when it occurs on a Saturday, it shall be observed on Friday.

6.2.4. Holiday Pay

Employees shall be paid at the rate of time and one-half for all hours worked on scheduled holidays.

6.3. Vacation Leave

6.3.1. Annual Vacation Leave

Employees within the Bargaining Unit shall be granted the following annual vacation leave with pay for and in each calendar year of employment:

(a) Upon completion of ninety days' service by an employee, one (1) working day of vacation for each month of employment during the first calendar year of said employee, (said leave to be retroactive to date of hire);

(b) Twelve (12) working days of vacation after one (1) year and through five (5) years of service;

(c) Fifteen (15) working days of vacation after five (5) years and through ten (10) years of service;

(d) Twenty (20) working days of vacation after ten (10) years and through fifteen (15) years of service;

(e) Twenty-five (25) working days of vacation after fifteen (15) years and through twenty (20) years of service;

(f) Thirty (30) working days of vacation after twenty (20) years of service and thereafter.

6.3.2. Accrual Of Vacation Leave

Vacation leave accrued in one year may not be carried over into the next or any succeeding year except for circumstances required by an emergency as determined by a Department Head and approved by the Business Administrator.

6.3.3. Pro-Rated Leave

An employee must have been continuously employed during the year to qualify for the above-stated vacation leave; employees who are employed for less than a full year shall receive pro-rated leave.

6.3.4. Resignation

An employee who resigns from employment shall receive pro-rated vacation leave.

6.3.5. Option To Buy Back Vacation Leave

When mutually acceptable to the Employer and an employee, the Employer may buy back thirty-five (35) hours to forty (40) hours of accrued Vacation Leave (whichever is applicable to the employee's work week) at said employee's rate of pay. Neither the Employer nor any employee can require the other to exercise this option. The Association acknowledges that the Employer is not obligated to exercise this option in any individual instance despite previously electing to do so.

6.4. Bereavement Leave

6.4.1 Entitlement

Employees within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay due to a death of a member of said employee's immediate family or household as follows:

Four (4) Days Leave	One (1) Day Leave
Spouse	Uncle
Parent	Aunt
Child	Niece
Sibling	Nephew
Grandchild	Brother-in-Law
Grandparent	Sister-in-Law
Step Parent	Son-in-Law
Step Child	Daughter-in-Law
Significant Other	
Mother-in-Law	
Father-in-Law	

6.4.2. Significant Other

"Significant Other" shall be defined as an individual with whom the employee has been domiciled or shared a household.

6.5. Sick Leave

Employees within the Bargaining Unit shall be entitled to Sick Leave as regulated by the Department of Personnel and the City Personnel Policy.

ARTICLE 7. DONATED LEAVE PROGRAM

7.1. Purpose

7.1.1. Voluntary Donation

The intent of this program is to permit City of Bridgeton employees to donate earned sick time and/or vacation time on a voluntary basis to another City of Bridgeton employee who is suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work by the employee or is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury.

7.1.2. Eligibility Of Recipient

An employee who is to be a recipient of donated time must first exhaust all of his/her own accumulated sick, vacation and compensatory time. The employee must also produce a doctor's certification at the onset of the illness or injury to substantiate the nature of the illness or injury and to specify the length of time that the employee will probably be absent from work. An employee who utilizes the donated sick/vacation time will be treated as a City employee on a leave of absence with pay and will not be subject to a diminishment of wages and benefits.

7.1.3. Request And Approval

The donation of sick and/or vacation time must be initiated by the employee's department. The request must be on the forms provided by the Division of Personnel and must be made prior to the employee's exhaustion of all accumulated sick and vacation time. Upon approval by the Business Administrator, all City of Bridgeton employees are eligible to donate sick/vacation time on a voluntary basis.

7.2. Duration Of The Program

The pilot program will be effective during the term of the Collective Bargaining Agreement.

7.3. Eligibility

7.3.1. Recipient

A City of Bridgeton employee shall be eligible to receive donated sick and/or vacation leave from other City employees if the employee meets all of the following criteria.

(a) Catastrophic Health Condition Or Injury

The recipient must be suffering from a catastrophic health condition or injury which necessitates said employee's prolonged absence from work and for which said employee has no availability to paid leave.

(b) Medical Verification

The recipient must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity and anticipated duration of the disability resulting from the serious health condition or injury involved.

(c) Length Of Continuous Service

The recipient must have completed at least one year of continuous service with the City of Bridgeton.

(d) Exhaustion Of Paid Leave

The recipient must have exhausted all accrued paid leave time including compensatory time off, sick leave and vacation leave.

7.3.2. Donor

An employee to be eligible to donate leave to another employee must meet the following criteria.

(a) Whole Days

A Donor can only donate whole days of either sick leave or vacation leave, or a combination thereof.

(b) Amount Of Accrued Leave

The Donor must have at least twenty (20) days of accrued sick leave if donating sick leave and at least twelve (12) days of accrued vacation leave if donating vacation leave.

(c) **Solicitation Or Acceptance**

The Donor must not have solicited nor accepted anything of value for the donation.

7.4. Procedure

7.4.1. Request To Participate

Any employee may request to participate as a recipient in this program by contacting their department head. The department will require medical documentation concerning the nature, severity and anticipated duration of the medical emergency involved. The department head will provide the proper forms to the eligible employee. Both the department head and the Business Administrator must approve of the eligibility of any employee before he/she can participate in the program. Decisions and approvals regarding eligibility will be made on a case-by-case basis.

7.4.2. Posting Of Eligible Employees

Once a recipient is approved for the program, the department will post on employee bulletin boards or communicate by other appropriate means, the name(s) of eligible employee(s) who will have exhausted all earned paid leave time by a designated date. The posting will be done only with the recipient's consent. If the employee is unable to consent, the employee's family may consent on behalf of the employee. Notice shall be provided for all appropriate majority representatives.

7.4.3. Voluntary Contribution

The Donor and the recipient (or family representative) will fill out the required forms. No one shall directly or indirectly intimidate, threaten or coerce or attempt to intimidate or coerce any other employee of the purpose of interfering with any right which such employee may have with respect to contributing, receiving or using paid leave under this program. The above shall include promising to confer or conferring any benefit (such as appointment, promotion or compensation) or effecting or threatening to effect any reprisal (such as deprivation of appointment, promotion or compensation). An affidavit to this effect shall be signed by the Donor. Any employee who engaged in the above prohibited conduct shall be subject to disciplinary action.

7.4.4. Reduction Of Donor's Leave

The Donor's leave time will be reduced by the number of days which are to be donated with regard to vacation and sick time leave balances.

7.4.5. Crediting To Recipient's Leave

The eligible recipient's leave time will be credited with the donated time indicating the name of the Donor. The recipient may receive days from more than one Donor but may not use a total of more than 180 donated days. Records shall be maintained showing Donor's name, number and type of days donated.

7.4.6. Remaining Donated Leave

Should an employee return to work or otherwise terminate the use of leave with donated time remaining, that time will be returned to the Donor on a prorated basis in days. In the event of multiple Donors, the remaining donated time will be returned to them on a prorated basis in days. Any proration that would amount to less than one day per donor will not be returned.

7.4.7. Recipient's Earning Of Sick/Vacation Leave

The recipient employee while using donated leave will continue to earn sick and/or vacation leave. If the earned sick leave is unused when the employee returns to work, all such earned time shall be retained by the recipient employee and credited to the employee's accrued sick leave time.

7.4.8. Retirement Of Recipient

If the leave recipient retires, he/she will not be granted supplemental compensation for any unused sick days which he/she received through the donated sick leave program.

7.4.9. Revocation By Donor

Once the sick and/or vacation leave has been donated, it may not be revoked by the donor.

7.4.10. Retroactive Donations

Donations may not be used on a retroactive basis.

7.5. Approved Forms

7.5.1. Donor Transfer Form

An approved Donor Transfer Form is attached and made a part of this Agreement as Schedule "A".

7.5.2. Recipient Affidavit

An approved Recipient Affidavit is attached and made a part of this Agreement as Schedule "B".

ARTICLE 8. PERSONNEL

8.1. Work Assignments

8.1.1. Fulfillment Of Duties

An employee shall fulfill to the best of his or her ability the duties and responsibilities of his or her position.

8.1.2. Work Assignments

An employee shall perform any reasonable work assignment requested by a supervisor unless said assignment would result in a reduction of the employee's rate of pay.

8.2. Conduct

8.2.1. Standard Of Employment

During the applicable hours of duty and subject to such other laws, rules and regulations that pertain thereto, an employee shall devote his or her full time, attention and efforts to his or her employment.

8.2.2. Use Of Position

An employee shall not use his or her position to secure a special privilege, exemption for himself or herself or for the benefit of any other person or entity.

8.2.3. Use Of Municipal Property

An employee shall not use property or equipment belonging to the Employer for private use or any other use than that which serves the public interest of the Employer.

8.2.4. Confidentiality

An employee shall not disclose confidential information gained during the course or as a result of his or her employment except as authorized or required by law nor shall an employee use such information for his or her personal gain or benefit.

8.2.5. Consumption of Alcoholic Beverages

An employee shall not bring or consume any alcoholic beverage on property owned or maintained by the Employer at any time. An employee is strictly forbidden from consuming any alcoholic beverage during working hours. Any violation of this provision will subject the employee to suspension.

8.2.6. Tardiness

(a) Unauthorized Tardiness

Unauthorized tardiness for fifteen (15) minutes or more may subject an employee to discipline. Unauthorized tardiness of less than fifteen (15) minutes occurring twice or more in any one week may also subject an employee to discipline.

(b) Definition

Unauthorized tardiness is defined herein as any instance when an employee reports for employment after the beginning of his or her assigned shift or starting time without same being excused by the immediate supervisor and the Department Head. Any tardiness must be made up within the same work week.

(c) Discipline

The following disciplinary action may result for such unauthorized tardiness:

Occurrence	Discipline
1 st time	Written warning
2 nd time	Written reprimand
3 rd time	One (1) day suspension
4 th time	Two (2) day suspension
5 th time	Three (3) day suspension

(d) Twelve Month Limitation

Any disciplinary action for unauthorized tardiness must occur within twelve (12) months of the violation which resulted in the initial action.

8.2.7. Absence Without Approved Leave

An absence without approved leave shall be without pay and may subject an employee to discipline. Such an absence for five (5) consecutive work days shall be deemed a termination of employment unless reconciled by a subsequent grant of leave in the discretion of the Department Head.

8.3. Discipline

8.3.1. Just Cause

Any discipline of an employee, including a written reprimand, suspension, fine, demotion or discharge, shall be for just cause and in conformity with applicable regulations of the Department of Personnel. Demotions or discharges resulting from layoffs/bumping procedures required or permitted by the Department of Personnel shall not be considered discipline herein.

8.3.2. Representation

An employee is entitled to have an Association representative present at any conference or hearing held by the Department of Personnel, any departmental hearing held by the Employer and any conference between an employee and any representative(s) of the Employer which has, as its purpose, the implementation or review of disciplinary action to be taken against an employee.

8.4. Termination Of Employment

8.4.1. Return of Property

Upon termination of employment, an employee shall return to the Employer any and all uniforms, equipment, identification cards, hospitalization/prescription cards and any other property assigned to said employee or in his or her possession. Same shall be returned prior to the issuance of a final paycheck by the Employer.

8.4.2. Notice - Resignation

An employee who resigns from employment is expected to provide his or her Department Head a minimum of two (2) weeks notice in writing in order to be considered as having resigned in good standing. The Department Head shall timely forward said notice to the Business Administrator.

ARTICLE 9. CIVIL SERVICE

This Agreement is intended to comply with the Constitutions of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq.), as amended, and the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (N.J.S.A. 11A-6-16 et seq.), as amended, all other statutes as enacted by the Legislature of the State of New Jersey applicable to public employees regardless of whether said statutes are specifically referred to in this Agreement, the rules and regulations of the New Jersey Public Employment Relations Commission and the rules and regulations of the New Jersey Department of Personnel (formerly The New Jersey Civil Service Commission). In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is the expressed intent of the parties that

the foregoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees within the Bargaining Unit as established by statute, rule, regulations, resolution, administrative policy, procedure or practice, in force on said date, shall continue to be so applicable during the term of this Agreement.

10.2. Severability

It is understood and agreed that, if any provision of this Agreement is determined to be contrary to law, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect, the remaining provisions of this Agreement not being affected thereby.

10.3. Breach Of Agreement

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

10.4. Embodiment Of Agreement

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the Association. The parties acknowledge each has had the respective opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms and conditions embodied in this Agreement. Any prior commitment or agreement between the Employer and the Association or any individual employee within the Bargaining Unit is superseded upon execution of the within Agreement.

10.5. Personnel Regulations

It is understood and agreed that the Personnel Regulations shall apply in all cases and for all matters not covered by this Agreement. It is further stated that the personnel manual in effect immediately prior to the effective date of this Agreement shall remain in effect unless otherwise voided by this Agreement.

ARTICLE 11. TERM OF AGREEMENT

11.1 Term

This Agreement shall be in effect until June 30, 2012, and year to year thereafter, unless modified by a subsequent Agreement.

11.2. Negotiations Of Successor Agreement

Within ninety (90) days of the expiration date of this Agreement, the parties shall commence negotiations regarding the terms and conditions of a new Agreement. If the Public Employment Relations Commission should modify the afore-described time period in which the parties are obligated to commence negotiations, the time period so modified shall apply herein.

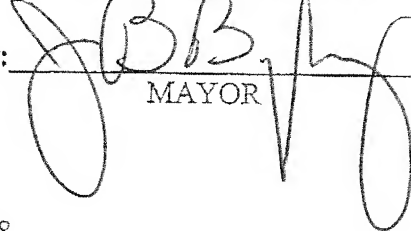
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:


CITY CLERK

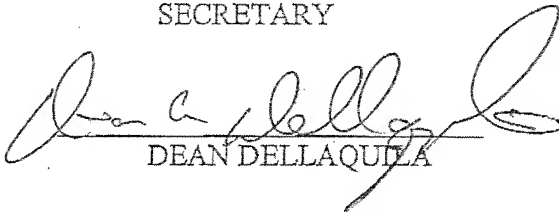
CITY OF BRIDGETON


By:


MAYOR

N.J.C.S.A., CUMBERLAND COUNTY COUNCIL #18

SECRETARY


DEAN DELLAQUILA


PRESIDENT


JEROME CASSIDY